

***U.S. Embassy Bangkok  
GSO/Procurement & Contracting Office  
120 Wireless, Lumpini, Patumwan  
Bangkok, Thailand 10330***

June 28, 2022

Dear Prospective Quoter:

SUBJECT: Request for Quotation – Potable Bottled Water Delivery to Residences

The Embassy of the United States of America invites companies to submit a quotation for the bulk supply and delivery of drinking water to the U.S. Embassy in Bangkok, Rajdamri Compound.

Your quotation must be submitted through e-mail marked “Potable Bottled Water Delivery to Residences” to [bkkgsoprocbid@state.gov](mailto:bkkgsoprocbid@state.gov) by July 14, 2022 at 16:00 hours (Bangkok time). No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing
3. Additional information as required in Section 3
4. SAM.gov registration, including NDAA Certifications

Company registration in SAM.gov is required for your quotation to be considered.

Direct any questions regarding this solicitation to in writing to the Contracting Officer. Questions must be written in English and may be sent to the e-mail address by e-mail: [bkkgsoprocbid@state.gov](mailto:bkkgsoprocbid@state.gov) by 16:00 hours on July 1, 2022.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

*Scott Krushinski*

Scott Krushinski  
Contracting Officer

Enclosure

<b>SOLICITATION FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 of 43	
2. CONTRACT NO.		3. AWARD/EFFECTIVE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
						6. SOLICITATION ISSUE DATE <b>June 28, 2022</b>	
7. FOR SOLICITATION INFORMATION CALL		a. NAME <a href="mailto:bkkgsoprocbid@state.gov">bkkgsoprocbid@state.gov</a>			b. TELEPHONE NUMBER(No collect calls)		8. OFFER DUE DATE/ LOCAL TIME July 14, 2022 by 16.00
9. ISSUED BY <b>American Embassy Bangkok</b> <b>GSO/Procurement and Contracting Office</b> <b>120-122 Wireless Road, Pathumwan, Bangkok</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12.		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER 13b. RATING			
15. DELIVER TO: <b>American Embassy Bangkok</b> <b>Attn: GSO/Housing Office</b> <b>120-122 Wireless Road</b> <b>Pathumwan, Bangkok 10330</b>		Cod		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
				16. Administered by:  <b>Same as Block 9</b>			
17.a.CONTRACTOR/OFFEROR CODE <input type="checkbox"/> FACILITY CODE <input type="checkbox"/>				18a. PAYMENT WILL BE MADE BY <b>American Embassy Bangkok</b> <b>Financial Management Center (FMC)</b> <b>120-122 Wireless Road, Lumpini, Patumwan,</b> <b>Bangkok 10330</b>			
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>01</b>	<b>Delivery Service Drinking Water Bottle to Individual Residential.</b>  <b>See attached Schedule/Service and Pricing Sheets</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
X 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE <input type="checkbox"/> ARE NOT ATTACHED. 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449 PRICES, BLOCK 23

#### I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is to provide delivery service drinking water bottle to individual residential in accordance with the Performance Work Statement.
- B. The contract will be for a one-year period from the date of the contract award, with two, one-year options to renew.

#### MINIMUM AND MAXIMUM AMOUNTS

Because drinking water bottle delivery service is based on indefinite delivery/indefinite quantity the minimum and maximum quantity are defined below:

**Minimum:** The Government shall place orders totaling a **minimum of 1,000 bottles per year**. This reflects the contract minimum for the base year and each option period.

**Maximum:** The amount of all orders shall **not exceed 50,000 bottles per year**. This reflects the contract maximum for the base year and each option period for temporary/additional services.

**\*\*\* The numbers of bottles are based on total estimated Government requirements \*\*\***

#### 2. PRICING:

The rates below shall include all expenses and material required to supply the drinking water.

##### 2.1) BASE YEAR

**The IDIQ unit price for the Base Year of the contract is:**

- A. Delivery service charge to individual residence

Drinking water bottle, size 18.9 liters      THB \_\_\_\_\_ per bottle

##### 2.2) OPTION YEAR 1

**The IDIQ unit price for Option Year 1 of the contract is:**

- A. Delivery service charge to individual residence

Drinking water bottle, size 18.9 liters      THB \_\_\_\_\_ per bottle

### 2.3) OPTION YEAR 2

The IDIQ unit price for Option Year 2 of the contract is:

A. Delivery service charge to individual residence

Drinking water bottle, size 18.9 liters THB \_\_\_\_\_ per bottle

### 2.4) GRAND TOTAL OF BASE YEAR AND OPTION YEARS:

2.4.1) Base Year Total THB \_\_\_\_\_

2.4.2) Option Year 1 THB \_\_\_\_\_

2.4.3) Option Year 2 THB \_\_\_\_\_

GRAND TOTAL OF BASE YEAR AND OPTION YEARS: THB \_\_\_\_\_  
(2.4.1 + 2.4.2 + 2.4.3)

### VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

VAT Exemption document will be processed through Ministry of Foreign Affairs for the order which has the total price excludes VAT at or more than 5,000 THB for local VAT registered contractor under Section 82/3 of Thai Revenue Code only. The contractor will receive the document within 150 days after submitting the invoice.

CONTINUATION TO SF-1449,  
RFQ – DELIVERY SERVICE DRINKING WATER BOTTLE  
TO INDIVIDUAL RESIDENTIAL

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**1. Background/Statement of Need**

The US Embassy in Bangkok needs to purchase and deliver potable drinking water in 5-gallon (approx 18.78 liter) containers from a local contractor to over 500 residences in approximately 40 compounds. The water will be delivered and received at the homes of US Embassy employees in Bangkok. The provided potable water bottles are to be used with residential-type water dispensers. The contractor will indicate the price for the delivery of each full water bottle and pickup of empty water bottles, allow for volume discounts.

**2. Objective(s)**

Deliver bottles of drinking water to the Mission residences daily and collect the empty bottles back to the U.S. Embassy storage at the Rajdamri Compound in Bangkok.

**3. Specifications**

The provided potable drinking water bottles, shall be directly delivered by the contractor to approximately (400) individual residences located in any of approximately (40) various compounds within a five-kilometer radius of the U.S. Embassy Bangkok on Wittayu Road and to approximately (100) homes and apartments in the Nichada Thani gated community in Nonthaburi, approximately 25 km from the U.S. Embassy Bangkok. Water shall be delivered to the exterior porch area or location where bottles are stored, and the empty water bottles removed.

A list of addresses of the residences is available upon request. Each residence would initially receive three to six units of 5-gallon water bottles. The specific delivery schedule indicating days of the week for each residence's water delivery schedule are contained in the delivery address document (available upon request). The contractor may modify the current days of delivery if needed with a prior notice of at least one day in advance.

**4. Additional Requirements**

Water delivery will be conducted at each residence at least once a week on a fixed and regular schedule. Intermittent and additional deliveries will be accommodated on a case-by-case basis approved by GSO Housing with no additional charge up to a maximum of two extra deliveries per month.

The contractor is required to have an accounting system to track water delivery at each residence and a receipt process where in the residents acknowledge bottled water quantity delivered. A POS (Point of Sale), electronic and wifi/internet-based tracking system and process is preferred. Empty water

bottles, if purchased with a deposit, will remain the property of the U.S. Embassy and will be collected, accounted for, and re-used for future deliveries by the contractor for U.S. Embassy use.

The water bottles shall be delivered by uniformed contractor personnel in clearly marked company vehicles. The contractor is responsible for obtaining access for their personnel to the various compounds required for delivery. The water bottles need to be clean, hygienic, properly (tamper proof) sealed, and the containers free from any dust, grime and dirt, ready to be consumed in the residential water dispensers

**5. Period/Date of Performance**

August 1, 2022 to July 31, 2023, with two one-year options to renew (Period of Performance can be adjusted)

**6. Delivery Schedule**

Daily, as per the agreed schedule.

**7. Delivery address**

To be provided by GSO Housing Office for the list of Individual Residential.

**8. Drinking Water Bottle Pick up Point to be delivered to Individual Residences**

Storage at Rajdamri Compound at 02-205-5629 to 30, 081-925-2706

**9. Payment terms and conditions**

The vendor should comply with term of payment, 30 days credit. Financial Section will transfer the payment to the vendor within 30 days after goods and invoice are received.

**10. COR**

The COR for the request is: [BangkokGSOHousing@state.gov](mailto:BangkokGSOHousing@state.gov)

## SECTION 2 – CONTRACT CLAUSE

### CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2022-05, effective 03/2022)

#### COMMERCIAL ITEMS

##### 52.2522      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [Acquisition.gov](https://acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: <https://acquisition.gov/dosar>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-1	Instructions to Offerors – Commercial Products and Commercial Services	NOV 2021
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	NOV 2021
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018
52.225-19	CONTRACTOR PERSONNEL IN A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY 2020
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE	JUL 2014



52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2022
52.246-26	REPORTING NONCONFORMING ITEMS	NOV 2021

The following clauses are provided in full text:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract , subcontract , or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services —Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services " in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) Definitions . As used in this provision—

Backhaul , covered telecommunications equipment or services , critical technology , interconnection arrangements , reasonable inquiry , roaming , *and* substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that

uses any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services , regardless of whether that use is in performance of work under a Federal contract . Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services ".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract , subcontract or other contractual instrument resulting from this solicitation . The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry , for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services , or use any equipment , system, or service that uses covered telecommunications equipment or services . The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer :

(i) For covered equipment —

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier , CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer :

(i) For covered equipment —

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier , CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  
(NOV 2021)

(a) Definitions . As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment ; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country .

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment , parts and components, materials , software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment , and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material );

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data ) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment , system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract , or extending or renewing a contract , with an entity that uses any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services , regardless of whether that use is in performance of work under a Federal contract .

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer , unless elsewhere in this contract are established procedures for reporting the information ; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer (s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission

of covered telecommunications equipment or services , and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services .

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (OCT 2020)

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations*. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS (NOV 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions* . As used in this provision—

"Covered telecommunications equipment or services " has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women

who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror , or that owns or controls one or more entities that control an immediate owner of the offeror . No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror , that has direct control of the offeror . Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment , and the common use of employees.

Inverted domestic corporation , means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials ;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies ;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials ;
- (6) PSC 9430, Miscellaneous Crude Animal Products , Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products ;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials .

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture .

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor .

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment , as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;



(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan ;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology "—

Sensitive technology —

(1) Means hardware, software, telecommunications equipment , or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern —

(1) Means a concern, including its affiliates , that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation .

(2) Affiliates , as used in this definition , means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern , consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition , that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States ; and



(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition .

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor " does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States .

Women-owned small business concern means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information , the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications- Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation ), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer .*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas . Check all that apply.

(1) Small business concern . The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern .

(2) Veteran-owned small business concern . [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern .

(3) Service-disabled veteran-owned small business concern . [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern .

(4) Small disadvantaged business concern . [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) Women-owned small business concern . [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern .

(6) WOSB concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.*] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern . [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold .

(8) *Women-owned business concern (other than small business concern)* . [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid , small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) HUBZone small business concern . [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer , that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation ; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer , the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract . If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract , the offeror shall complete and submit, with its offer , OMB Standard Form LLL,

Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made .

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies , is included in this solicitation .)

(1)

(i) The Offeror certifies that each end product , except those listed in paragraph (f)(2) of this provision, is a domestic end product .

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products .

(iii) The terms "domestic end product ," "end product ," "foreign end product ," and "United States " are defined in the clause of this solicitation entitled "Buy American-Supplies ."

(2) Foreign End Products :

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation .)

(i)

(A) The Offeror certifies that each end product , except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product .

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product ," "domestic end product ," "end product ," "foreign end product ," "Free Trade Agreement country ," "Free Trade Agreement country end product ," "Israeli end product ," and "United States " are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products ) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products ) or Israeli End Products :

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products .

Other Foreign End Products :

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation , substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products :

Line Item No.
_____
_____

**Line Item No.**

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.*  
If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation , substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products :

**Line Item No.**

**Country of Origin**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*  
If Alternate III to the clause at [52.225-3](#) is included in this solicitation , substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products ) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products ) or Israeli End Products :

**Line Item No.**

**Country of Origin**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation .)

(i) The offeror certifies that each end product , except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product , as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products .

Other End Products :

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation .

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold .)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment , or declared ineligible for the award of contracts by any Federal agency ;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer , been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property ;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer , been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor , unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products .*

**Listed End Product**

**Listed Countries of Origin**

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that



product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract . On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture . (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products .) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States ); or

(2) ☐ Outside the United States .

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract ) in substantial quantities to the general public in the course of normal business operations ;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment ; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract ) to the general public in substantial quantities in the course of normal business operations ;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract ; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States ;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax -exempt);

Corporate entity (tax -exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent ;

Name and TIN of common parent :

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation , or a subsidiary of an inverted domestic corporation , unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation ; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation .

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer , the offeror -

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror , or any person owned or controlled by the offeror , does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror , and any person owned or controlled by the offeror , does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates , the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products .

(p) *Ownership or Control of Offeror* . (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation ).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner . If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information :

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information :

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction , unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror . (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)*

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor , list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner ) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner ) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror 's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information .

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information .

(3) *Representation.* By submission of its offer , the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services -*Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services ".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract , subcontract , or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services .

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer *check as appropriate*.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).



- \_\_\_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment . (Nov 2021) ( [31 U.S.C. 6101 note](#)).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( [15 U.S.C. 657a](#)).
- \_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer ) ( [15 U.S.C. 657a](#)).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_\_ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Sep 2021) of [52.219-9](#).
- \_\_\_ (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ( [15 U.S.C. 637s](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ( [15 U.S.C. 657f](#)).
- \_\_\_ (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ( [15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

- \_\_\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- \_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- \_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- \_\_\_ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- \_\_\_ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (Nov 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_\_ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).
- \_\_\_ (43)



- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
  - (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
  - (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
  - (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - (ii) Alternate I (Jan 2017) of [52.224-3](#).
  - (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ( [41 U.S.C. chapter 83](#)).
  - (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( [41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii) Alternate I (Jan 2021) of [52.225-3](#).
  - (iii) Alternate II (Jan 2021) of [52.225-3](#).
  - (iv) Alternate III (Jan 2021) of [52.225-3](#).
  - (50) [52.225-5](#), Trade Agreements (Oct 2019) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
  - (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).
  - (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ( [42 U.S.C. 5150](#)).
  - (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
  - (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
  - (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
  - (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
  - (60) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).
  - (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).
  - (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).
  - (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

— (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer *check as appropriate*.]

— (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

— (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

— (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid , is in excess of the simplified acquisition threshold , as defined in FAR [2.101](#), on the date of award of this contract , and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States , or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor 's directly pertinent records involving transactions related to this contract .

(2) The Contractor shall make available at its offices at all reasonable times the records, materials , and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract . If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data , regardless of type and regardless of form. This does not require

the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May2014) ( [41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## **DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
652.225-71	SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	EXCISE TAX EXEPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES. (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	PERSONAL PROPERTY DISPOSITION A POSTS ABROAD	AUG 1999
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE	FEB 2015
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED RESOURCES	SEP 2007
652.242-70	CONTRACTING OFFICER’S REPRESENTATIVE (COR): “The COR is GSO/Housing Officer”	AUG 1999
652.242-73	AUTHORIZATION AND PERFORMANCE	AUG 1999
652.243-70	NOTICES	AUG 1999
652.247-71	SHIPPING INSTRUCTIONS	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at:  
<http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

## SECTION 3 – INSTRUCTIONS TO OFFERORS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference (see SF-1449, Block 27A)

### ADDENDUM TO 52.212-1

Instructions to Offeror. Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including but not limited to:

(1) Name of Project Manager (or other liaison to the U.S. Embassy Bangkok) who can coordinate with the COR must be employed by the company. Outsourced, subcontracted staff, work, or deliverables do not meet this requirement.

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in THAILAND.

- Business Registration or Company Registration (if available)
- Company Profile (if available)
- Product/Service brochure or Catalog (if available)

3 List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Thailand then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this

data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, transportation and/or financial resources needed to perform the work;
5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (AUG 2018), is incorporated by reference (See SF-1449, block 27a).

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
2.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-7	Information Regarding Responsibility Matters (Feb 2012)
52.214-34	Submission of Offers in the English Language (APR 1991)
652.206-70	ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:



(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Councillor, at U.S. Embassy Bangkok. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 3
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5      EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17      EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.